

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 133

BY BUSINESS COMMITTEE

AN ACT

RELATING TO THE MOBILE HOME PARK LANDLORD-TENANT ACT; AMENDING THE HEADING FOR CHAPTER 20, TITLE 55, IDAHO CODE, TO PROVIDE FOR THE MANUFACTURED HOME RESIDENCY ACT; AMENDING SECTION 55-2001, IDAHO CODE, TO REVISE THE SHORT TITLE; AMENDING SECTION 55-2003, IDAHO CODE, TO DEFINE TERMS AND TO REVISE DEFINITIONS; AMENDING SECTION 55-2004, IDAHO CODE, TO REVISE PROVISIONS RELATING TO THE GOVERNANCE OF THE CHAPTER AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2005, IDAHO CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO RENTAL AGREEMENTS AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2006, IDAHO CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO ADJUSTMENTS TO RENT AND AMENDMENTS TO RENTAL AGREEMENTS, TO SPECIFY THE ACCEPTABLE METHOD OF NOTICE AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2007, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2008, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY AND TO REVISE A CODE REFERENCE; AMENDING SECTION 55-2009, IDAHO CODE, TO PROVIDE THAT A LANDLORD MAY ACT AS AGENT FOR THE SELLER ONLY IF THE LANDLORD IS LICENSED AS REQUIRED BY LAW, TO REQUIRE CERTAIN CHARGES BE PAID AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2009A, IDAHO CODE, TO REVISE PROVISIONS RELATING TO ABANDONMENT AND NOTICE TO A LIENHOLDER AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009B, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO SALES TO SATISFY LIENS; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009C, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO NOTICE OF A CERTAIN SALE; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009D, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO THE RELEASE OF AN OWNER'S INTEREST IN AN ABANDONED HOME; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009E, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO AN INSPECTION OF AN ABANDONED HOME PRIOR TO SALE; AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2009F, IDAHO CODE, TO PROVIDE PROVISIONS RELATING TO THE DISPOSITION OF PROCEEDS OF A LIEN SALE; AMENDING SECTION 55-2010, IDAHO CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO THE TERMINATION OF A RENTAL AGREEMENT AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2012, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2013, IDAHO CODE, TO REMOVE PROVISIONS RELATING TO THE APPLICATION OF CERTAIN CODE SECTIONS, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION 55-2013A, IDAHO CODE, TO REVISE AND TO PROVIDE ADDITIONAL PROVISIONS RELATING TO COMMUNITY RESIDENT ASSOCIATIONS AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2014, IDAHO CODE, TO PROVIDE THAT THE LANDLORD IS NOT LIABLE FOR CERTAIN MAINTENANCE CONDITIONS, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE A TECHNICAL CORRECTION; AMENDING SECTION 55-2015, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY AND TO MAKE TECHNICAL COR-

RECTIONS; AMENDING SECTION 55-2016, IDAHO CODE, TO REVISE PROVISIONS RELATING TO ARBITRATION, TO PROVIDE FOR MEDIATION AND TO PROVIDE CORRECT TERMINOLOGY; AMENDING SECTION 55-2019, IDAHO CODE, TO PROVIDE CORRECT TERMINOLOGY; AND AMENDING CHAPTER 20, TITLE 55, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 55-2020, IDAHO CODE, TO SPECIFY THE ACCEPTABLE METHOD FOR SERVICE OF NOTICE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That the Heading for Chapter 20, Title 55, Idaho Code, be, and the same is hereby amended to read as follows:

CHAPTER 20

MOBILE MANUFACTURED HOME PARK LANDLORD-TENANT RESIDENCY ACT

SECTION 2. That Section 55-2001, Idaho Code, be, and the same is hereby amended to read as follows:

55-2001. SHORT TITLE. This chapter shall be known as and may be cited as the "Mobile Manufactured Home Park Landlord-Tenant Residency Act."

SECTION 3. That Section 55-2003, Idaho Code, be, and the same is hereby amended to read as follows:

55-2003. DEFINITIONS. For purposes of this chapter, unless the provisions or context otherwise requires, the following definitions shall govern:

- (1) "Abandoned home" means a home that:
 - (a) Is located in a community on a lot for which no rent has been paid for the preceding sixty (60) days; and
 - (b) The landlord reasonably believes under all the circumstances, by absence, words or actions, that the resident has left the home upon the lot with no intention of asserting any further claim to the lot or the home; or
 - (c) Is unoccupied or uninhabitable because of its total or partial destruction.
- (2) "Community" means any real property that is rented or held out for rent to others for the placement of two (2) or more homes for the primary purpose of production of income.
- (3) "Department" means the Idaho department of transportation.
- (4) "Fees" means financial obligations incidental to a resident's tenancy including, but not limited to, charges for late payments, pets, the storage of recreational vehicles and the use of community facilities.
- (5) "Home" means a mobile home, a manufactured home or a park model.
- (6) "Landlord" means the owner, lessor, sublessor or operator, or any combination thereof, of a mobile home park community and includes the agents of the landlord.
- (27) "Mobile home 1Lot" means a specific area or portion of land in a mobile home park community for rent, designated as the location of and designed to accommodate one (1) mobile home and its accessory buildings,

1 ~~appurtenances and intended for the exclusive use of as a residence by the~~
 2 ~~approved occupants of that mobile home.~~

3 ~~(3) "Mobile home park" means any real property which is rented or held~~
 4 ~~out for rent to others for the placement of two (2) or more mobile homes for~~
 5 ~~the primary purpose of production of income.~~

6 ~~(4) "Tenant" means any person, except a transient, who rents a mobile~~
 7 ~~home lot or their agent of record.~~

8 (8) "Manager" means the person in charge of operations or in control of
 9 a community, whether or not he or she is the owner. "Manager" includes any
 10 company chosen by the landlord to administer or supervise the affairs of the
 11 community.

12 (9) "Manufactured home" or "manufactured house" means a structure as
 13 defined in subsection (8) of section 39-4105, Idaho Code.

14 (10) "Mobile home" means a structure as defined in subsection (9) of
 15 section 39-4105, Idaho Code.

16 (11) "Park model" means a recreational vehicle that has a floor area of
 17 four hundred (400) square feet or less, meets the American national stan-
 18 dards institute (ANSI) recreational standard A119.5, is primarily designed
 19 for permanent or semipermanent installation and is used as a residence.

20 (12) "Other charges" means fees, service charges, utility charges or
 21 any other financial obligations specified in the rental agreement, but not
 22 including rent.

23 (13) "Recreational vehicle" means a vehicular type unit as defined in
 24 subsection (2) of section 39-4201, Idaho Code.

25 (14) "Rent" means periodic payments to be made in consideration for oc-
 26 cupying a lot.

27 (15) "Rental agreement" means a lease or agreement between the landlord
 28 and the resident embodying the terms and conditions concerning the use and
 29 occupancy of a lot and includes month to month tenancies that arise out of the
 30 expiration of a fixed term rental agreement.

31 (16) "Resident" means a person lawfully entitled under a rental agree-
 32 ment or lease to occupy a lot in a community to the exclusion of others. "Res-
 33 ident" also means a tenant as that term is defined and used in other applica-
 34 ble state and federal laws.

35 (17) "Security" or "security deposit" means any refundable money or
 36 property given to assure payment or performance under a rental agreement.

37 (18) "Service charges" means separate charges paid for the use of elec-
 38 trical and gas service improvements that exist at a lot, or for trash re-
 39 moval, sewage and water, or any combination of the foregoing.

40 (519) "Transient" means a person who rents a mobile home lot for a period
 41 of less than one (1) month.

42 (20) "Utility" means a public utility that provides electricity, natu-
 43 ral gas, liquefied petroleum gas, cable television, sewer services, garbage
 44 collection or water.

45 SECTION 4. That Section 55-2004, Idaho Code, be, and the same is hereby
 46 amended to read as follows:

47 55-2004. CHAPTER GOVERNS. This chapter shall regulate and determine
 48 legal rights, remedies and obligations arising from any rental agreement be-
 49 tween a landlord and a ~~tenant~~ resident regarding a ~~mobile home~~ lot, except in

those instances in which: (i) the landlord is renting both the lot and the mobile home to the ~~tenant resident~~; or (ii) the lot is rented or held out for rent to a recreational vehicle or travel trailer, not including a park model. All such rental agreements shall be unenforceable to the extent of any conflict with any provision of this chapter. This chapter does not abrogate any rights the ~~park owner~~ landlord or ~~tenant resident~~ has under the laws and constitution of the United States or the state of Idaho.

SECTION 5. That Section 55-2005, Idaho Code, be, and the same is hereby amended to read as follows:

55-2005. RENTAL AGREEMENT. (1) ~~From and after the effective date of this chapter, any landlord offering mobile home lot for rent shall provide the prospective tenant a written rental agreement. This agreement must be executed by both parties~~ A written rental agreement or lease shall be executed in duplicate by the landlord and the prospective resident, each to receive a copy. The landlord shall provide a copy of the community rules when the prospective resident submits an application for residency and prior to the execution of the rental agreement. The provisions of this chapter shall apply to all such agreements and to all other rental agreements to the extent applicable as set forth in this chapter.

(2) The requirement of subsection (1) of this section shall not apply if:

(a) The ~~mobile home park~~ community or part thereof has been acquired by eminent domain or condemnation for a public works project; or

(b) An employer-employee relationship exists between a landlord and ~~tenant resident~~.

(3) The provisions of this section shall apply to any tenancy in existence on the effective date of this act, but only after expiration of the term of any oral or written rental agreement governing such tenancy, not to exceed twelve (12) months from the date of enactment of this section. Existing contracts may be perpetuated by agreement of both parties. If a resident fails to sign and return to the landlord, who has acted in good faith, any new or amended rental agreement following the written notice provided in accordance with the provisions of section 55-2006, Idaho Code, and the resident continues to hold the premises after the expiration of the notice period, then the notice shall of itself operate and be effectual to create and establish, as part of the rental agreement, the terms, rent, conditions and rules specified in the notice.

SECTION 6. That Section 55-2006, Idaho Code, be, and the same is hereby amended to read as follows:

55-2006. ADJUSTMENTS TO RENT, SERVICES, UTILITIES OR RULES. (1) A landlord may increase or decrease rents after expiration of the lease term, but only after with ninety (90) days' written notice to the tenants residents. Such written notice shall be sent by first class mail, certified mail or personal delivery.

(2) Rental increases shall be uniform throughout the ~~mobile home park~~ community. When rents within a ~~mobile home park~~ community are structured

1 by reason of lot or home size, amenities, lot location or otherwise, rental
2 increases shall be uniform among all homes in the same rent tier.

3 (3) A landlord shall give written notice of such change to each affected
4 ~~mobile home owner~~ at least ninety (90) days prior to any ~~increase in lot~~
5 ~~rental amount, reduction in services or utilities provided by~~ amendment to
6 the rental agreement. ~~The landlord or changes in~~ may not amend the rental
7 agreement or rules or regulations not to exceed one (1) change in each cate-
8 gory ~~per~~ more frequently than once in a six (6) month period.

9 (4) Rents in communities are governed by the provisions of subsection
10 (2) of section 55-307, Idaho Code, which provides that a local governmental
11 unit shall not enact, maintain, or enforce an ordinance or resolution that
12 would have the effect of controlling the amount of rent charged for leasing
13 private residential property.

14 (5) Notwithstanding the foregoing provisions, a rental agreement may
15 include an escalation clause for a pro rata share of any increase or decrease
16 in the ~~mobile home park's~~ community's ad valorem taxes, utility assessments,
17 or other services as included in the monthly rental charge, after the ef-
18 fective date of such a change. Issues of public safety, health or property
19 degradation may also be included in this section. The landlord shall give
20 thirty (30) days' written notice to a ~~tenant~~ resident before such an increase
21 or decrease.

22 SECTION 7. That Section 55-2007, Idaho Code, be, and the same is hereby
23 amended to read as follows:

24 55-2007. REQUIRED RENTAL AGREEMENT PROVISIONS AND EXCLUSIONS -- DIS-
25 CLOSURES. (1) Any rental agreement executed between the landlord and ~~tenant~~
26 resident shall contain:

27 (a) The terms for the payment of rent, including the time and place for
28 payment, and a description of any ~~additional other~~ charges to be paid to
29 the landlord by the ~~tenant~~ resident. ~~Additional Other~~ charges that oc-
30 cur less frequently than monthly shall be itemized in a billing to the
31 ~~tenant~~ resident;

32 (b) A description of the utilities and services which are included in
33 the monthly rent;

34 (c) The rules of the ~~park~~ community;

35 (d) The names and addresses of the manager of the ~~mobile home park~~
36 community and the owner of the ~~mobile home park~~ community or a person
37 who resides in the state ~~where the mobile home park is located~~ who is
38 authorized to act as agent for the owner; and

39 (e) The terms and conditions under which any deposit or portion thereof
40 may be withheld by the landlord upon termination of the rental agreement
41 if any moneys are paid to the landlord by the ~~tenant~~ resident as a de-
42 posit or as security for performance of the ~~tenant's~~ resident's obliga-
43 tions in a rental agreement.

44 (2) Any rental agreement executed between the landlord and ~~tenant~~
45 resident shall not contain:

46 (a) Any provision by which the ~~tenant~~ resident agrees to waive or forego
47 rights or remedies under this chapter; or

48 (b) Any provision allowing the landlord to charge an "entrance fee" or
49 an "exit fee." The expense of repairs or maintenance required by the

landlord as a condition of the landlord's approval of a rental application shall not constitute an "entrance fee" or "exit fee" as those terms are used herein.

(c) Any provision which unreasonably restricts access to the ~~mobile home park~~ community by invitees of the ~~tenant~~ resident.

(3) The following terms and conditions shall be an implicit part of any rental agreement between the landlord and ~~tenant~~ resident:

(a) The landlord shall provide a base upon which the ~~mobile~~ home is to be located, prepared in accordance with the provisions of section 44-2201, Idaho Code.

(b) The landlord shall, prior to removal of the wheels and axles, approve the positioning of the ~~mobile~~ home upon the ~~mobile home~~ lot.

(c) The landlord shall not permit any portion of the ~~mobile~~ home, including the tongue, to extend into a roadway.

(d) The landlord shall maintain street lights, entry lights and common area lighting, if any, in good working condition.

(e) The landlord shall have the right of entry upon the ~~mobile home~~ lot for maintenance of utilities, protection of the ~~mobile home park~~ community and periodic inspection of the premises, but shall not, except in the case of emergency or suspected abandonment by the ~~tenant~~ resident, otherwise have the right of entry to such lot without the consent of the ~~tenant~~ resident.

(f) The landlord shall notify each ~~tenant~~ resident within fifteen (15) days after a petition has been filed by the landlord for a change in the zoning of the land upon which the ~~mobile home park~~ community is situated.

(4) Upon request, the landlord shall, prior to the execution of a rental agreement, provide the ~~tenant~~ resident with a written statement containing the following information:

(a) The name, address and telephone number of the owner or manager of the ~~mobile home park~~ community.

(b) A general description of the types of homes which may be brought into the ~~mobile home park~~ community.

(c) A general description of the boundaries of the ~~space~~ lot to be provided.

(d) A description of the utilities and services which are included in the rent.

(e) A description of other utilities and services which are available within the ~~park~~ community.

(f) A description of the zoning under which the ~~mobile home park~~ community operates, and the governmental entity having zoning jurisdiction.

(g) The date and amount of the most recent rent increase.

SECTION 8. That Section 55-2008, Idaho Code, be, and the same is hereby amended to read as follows:

55-2008. RULES. (1) A written rule of the ~~park~~ community is enforceable against the ~~tenant~~ resident if it is part of the rental agreement signed by the ~~tenant~~ resident.

(2) A rule adopted or amended after the ~~tenant~~ resident enters into the rental agreement is not enforceable unless the ~~tenant~~ resident consents to it or is given ninety (90) days' notice in writing except as provided in section 55-2006(45), Idaho Code. A rule change restricting the type or size of a ~~mobile~~ home permitted in the ~~park~~ community shall not apply to a ~~tenant~~ resident whose ~~mobile~~ home was in compliance with ~~park~~ community rules prior to the adoption or amendment.

(3) Rules shall be fairly and uniformly enforced and contain the effective date.

SECTION 9. That Section 55-2009, Idaho Code, be, and the same is hereby amended to read as follows:

55-2009. SALES OF ~~MOBILE~~ HOMES AND TRANSFER OF ~~MOBILE HOME SPACES~~ LOTS. (1) No landlord shall deny any ~~mobile home tenant~~ resident who owns his ~~mobile~~ home the right to sell a ~~mobile~~ the home on a rented ~~space lot~~ or require the ~~tenant~~ resident to remove the ~~mobile~~ home from the ~~space lot~~ solely on the basis of the sale.

(2) The landlord shall not exact a commission or fee for the sale of a ~~mobile~~ home on a rented space unless the landlord has acted as agent for the seller pursuant to a written agreement. The landlord may act as agent for the seller only upon the voluntary agreement of the seller and only if the landlord is licensed if licensure is required by law.

(3) A new rental agreement must be signed between the landlord and a prospective ~~tenant~~ resident prior to the sale, transfer, assignment or subletting of the ~~mobile~~ home if the ~~mobile~~ home is to remain in the ~~park~~ community. From the date of sale, assignment, transfer or subletting the new ~~tenant~~ resident shall be bound by the terms of the agreement.

(4) The landlord shall approve or disapprove of the transfer, assignment or subletting of the ~~mobile~~ home ~~space lot~~ on the same basis that the landlord approves or disapproves of any new ~~tenant~~ resident. Notice of approval or disapproval shall be given in writing within five (5) working days of receiving a written application.

(5) No ~~mobile~~ home shall be removed from any ~~park~~ community until the rental payments, including the month when the ~~mobile~~ home is moved, together with all other charges specified in the rental agreement, are paid, or the provisions of section 55-2009A, Idaho Code, have been fully complied with and the landlord notified of date and time of removal.

SECTION 10. That Section 55-2009A, Idaho Code, be, and the same is hereby amended to read as follows:

55-2009A. NOTICE OF LIENHOLDER -- LIMIT ON BACK RENT -- ABANDONMENT. (1) Any lienholder or legal owner of a ~~mobile~~ home who wants to be protected under this section must so notify the landlord in writing of his secured or legal interest and provide a contact name and address for notice by the landlord.

(2) If the ~~tenant~~ resident becomes sixty (60) days in arrears in his rent or at the time of suspected abandonment by the ~~tenant~~ resident on a ~~mobile home space lot~~, it is incumbent upon the landlord to notify in writing the lienholder ~~or~~ and legal owner of the ~~mobile~~ home ~~unit~~ and to communicate

1 to ~~him his~~ the lienholder and legal owner the liability for any costs incum-
 2 bered for the mobile home space for such mobile home unit, including rent
 3 owing rent and other charges specified in the rental agreement. The lien-
 4 holder shall be responsible for utilities from the date of notice. However,
 5 the landlord shall be entitled to a maximum of sixty (60) days rent due prior
 6 to notice to lienholder. Any and all costs shall then become the responsi-
 7 bility of the legal owner or lienholder of the mobile home. The mobile home
 8 unit may not be removed from the mobile home space lot without a signed writ-
 9 ten agreement from the mobile home park landlord, owner or manager showing
 10 clearance for removal, showing all moneys due and owing paid in full, or an
 11 agreement reached with the legal owner and the landlord.

12 SECTION 11. That Chapter 20, Title 55, Idaho Code, be, and the same is
 13 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 14 ignated as Section 55-2009B, Idaho Code, and to read as follows:

15 55-2009B. SALE TO SATISFY LIENS. (1) When a home has been abandoned,
 16 the landlord, as the possessory lienholder, may proceed to conduct a sale of
 17 the abandoned home to satisfy the lien and costs of sale, if an authoriza-
 18 tion to conduct a lien sale has been issued by the department or a judgment
 19 has been entered in favor of the landlord on the claim which gives rise to the
 20 lien or the legal owner of the home and any lienholder have signed a release
 21 of any interest in the home.

22 (2) A possessory lienholder may apply to the department for the is-
 23 suance of an authorization to conduct a lien sale. The application shall
 24 include all of the following information:

25 (a) A description of the abandoned home including the year and make and
 26 the vehicle identification number;

27 (b) The names and addresses of the legal owners of the abandoned home,
 28 if known, and the names and addresses of other persons whom the lien-
 29 holder knows or reasonably should know to claim an interest in the home;

30 (c) A statement of the amount of the lien and the facts concerning the
 31 claim that give rise to the lien; and

32 (d) A statement that the lienholder has no information or belief that
 33 there is a valid defense to the claim that gives rise to the lien.

34 (3) Upon receipt of an application, the department shall send a copy of
 35 the application to the legal owners at their addresses of record with the de-
 36 partment and to any other interested persons listed in the application. The
 37 department shall also send a notice which shall include the following infor-
 38 mation:

39 (a) That an application has been made with the department for the is-
 40 suance of an authorization to conduct a lien sale;

41 (b) That the person has a legal right to a hearing in court;

42 (c) That if a hearing in court is desired, an enclosed declaration of
 43 opposition must be signed and returned;

44 (d) That if the declaration is signed and returned, the possessory
 45 lienholder will be allowed to sell the abandoned home only if he obtains
 46 a judgment in court or obtains a release from the legal owners;

47 (e) That the department will issue the authorization to conduct a lien
 48 sale unless the person signs and returns the declaration of opposition
 49 within ten (10) days after the date the notice was mailed; and

1 (f) That the person may be liable for costs if the lienholder brings an
2 action and if a judgment is entered in favor of the lienholder.

3 (4) If the department receives a timely mailed declaration of opposi-
4 tion, it shall notify the possessory lienholder that he or she may not con-
5 duct a lien sale unless:

6 (a) A judgment has been entered in his or her favor on the claim which
7 gives rise to the lien; or

8 (b) The legal owners of the abandoned home have signed a release of any
9 interest in the home.

10 (5) An applicant shall include with his application for lien sale a fee
11 of ten dollars (\$10.00), which shall be deposited in the abandoned vehicle
12 trust account. The fee shall be recoverable as a cost by the lienholder.

13 SECTION 12. That Chapter 20, Title 55, Idaho Code, be, and the same is
14 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
15 ignated as Section 55-2009C, Idaho Code, and to read as follows:

16 55-2009C. NOTICE OF SALE. Prior to any sale pursuant to the provisions
17 of section 55-2009B, Idaho Code, the possessory lienholder shall give at
18 least ten (10) days' notice of the sale by advertising in one (1) issue of a
19 newspaper of general circulation in the county in which the abandoned home is
20 located. Prior to the sale of any home to satisfy a lien, twenty (20) days'
21 notice by certified mail shall be given to the legal owner and to the depart-
22 ment. All notices shall specify the make, the vehicle identification number
23 and the date, time and place of the sale.

24 SECTION 13. That Chapter 20, Title 55, Idaho Code, be, and the same is
25 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
26 ignated as Section 55-2009D, Idaho Code, and to read as follows:

27 55-2009D. RELEASE OF OWNER'S INTEREST IN ABANDONED HOME. (1) A legal
28 owner of an abandoned home in the possession of a person holding a lien under
29 the provisions of this chapter may release any interest in the home after the
30 lien has attached.

31 (2) The release shall contain the following information:

32 (a) A description of the abandoned home, including the year, make and
33 vehicle identification number;

34 (b) The names and addresses of the legal owners of record;

35 (c) A statement of the amount of the lien and the facts concerning the
36 claim which give rise to the lien; and

37 (d) A statement that the person releasing the interest understands that
38 he or she has a legal right to a hearing in court prior to the sale of the
39 abandoned home and that he or she waives the right to contest the claim.

40 (3) A copy of the release shall be filed with the department in connec-
41 tion with the transfer of interest in an abandoned home under the provisions
42 of this section.

43 SECTION 14. That Chapter 20, Title 55, Idaho Code, be, and the same is
44 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
45 ignated as Section 55-2009E, Idaho Code, and to read as follows:

1 55-2009E. INSPECTION PRIOR TO SALE. No lien sale conducted pursuant to
 2 this chapter shall be undertaken unless the landlord has permitted access
 3 for public inspection of the exterior of the abandoned home for at least one
 4 (1) hour prior to the sale. Sealed bids shall not be accepted. The posses-
 5 sory lienholder shall conduct the sale in a commercially reasonable manner.

6 SECTION 15. That Chapter 20, Title 55, Idaho Code, be, and the same is
 7 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
 8 ignated as Section 55-2009F, Idaho Code, and to read as follows:

9 55-2009F. DISPOSITION OF PROCEEDS. (1) The proceeds of a lien sale
 10 shall be disbursed as follows:

11 (a) To discharge the lien; then to actual costs of selling the property.
 12 The cost of selling shall be the actual cost, not to exceed two hundred
 13 dollars (\$200), for each abandoned home;

14 (b) The balance, if any, shall be forwarded to the department within
 15 five (5) days of the sale for payment to the legal owner of any unpaid
 16 obligation or for deposit in the abandoned vehicle trust account.

17 (2) Any person claiming an interest in the abandoned home may file a
 18 claim with the department for any portion of the funds from the lien sale that
 19 were forwarded to the department. Upon determination by the department that
 20 the claimant is entitled to some amount, the department shall pay an amount
 21 that in no case shall exceed the amount forwarded to the department in con-
 22 nection with the sale of the abandoned home. The department shall not honor
 23 any claim not filed within two (2) years of the sale.

24 SECTION 16. That Section 55-2010, Idaho Code, be, and the same is hereby
 25 amended to read as follows:

26 55-2010. TERMINATIONS. (1) Tenancy during the term of a rental agree-
 27 ment may be terminated by the landlord only for one (1) or more of the follow-
 28 ing reasons:

29 (a) Substantial or repeated violation of the rental agreement or the
 30 written rules of the mobile home park community. The tenant resident
 31 shall be given written notice to comply. If the tenant resident does
 32 not comply within three (3) days, the tenant resident may be given no-
 33 tice of a twenty (20) day period in which to vacate. In the case of pe-
 34 riodic rather than continuous violation, said notice shall specify that
 35 the same violation repeated shall result in the termination.

36 (b) Nonpayment of rent or other charges specified in the rental agree-
 37 ment. The tenant resident shall be given written notice. If the tenant
 38 resident does not pay within three (3) days the tenant resident may be
 39 given notice of a twenty (20) day period in which to vacate.

40 (c) Closure of the community or any portion thereof by order of a fed-
 41 eral, state or local authority. The resident shall be given the notice
 42 required by such order.

43 (d) In the event of a taking of the community or any portion thereof by
 44 eminent domain or cCessation of the mobile home space lot rental oper-
 45 ation or a portion thereof, provided that the landlord shall gives the
 46 tenant affected resident and any subtenant not less than one hundred
 47 eighty (180) days' notice in writing prior to the date designated in the

notice of termination. After the date notice of termination has been given as provided in this subsection, the landlord shall provide a copy of such notice to any prospective resident or purchaser if the home is to remain in the community. The landlord may not increase the rent during the notice period. This section does not limit a landlord's right to terminate a tenancy for nonpayment of rent or for other causes under this chapter during the closure period. A local unit of government may not enact or enforce any ordinance, rule or other local law governing the closure or partial closure of a community under this subsection.

(e) Abandonment.

(2) ~~Except where there will be a cessation of the mobile home space rental operation~~ when a rental agreement is terminated for the reason provided in paragraph (e) of subsection (1) of this section, a landlord shall give the ~~tenant~~ resident no less than ninety (90) days' written notice of an intention not to renew the rental agreement. ~~Where there will be a cessation of the mobile home space rental operation, the landlord must provide the tenant with the same notice as required in subsection (1)(c) of this section.~~

(3) A ~~tenant~~ resident shall notify the landlord in writing thirty (30) days prior to the expiration of a rental agreement of an intention not to renew the rental agreement.

(4) Any ~~tenant~~ resident who is a member of the armed forces, including the national guard and armed forces reserves, may, without penalty, terminate a rental agreement with less than thirty (30) days' notice if he receives reassignment or deployment orders which do not allow greater notice.

(5) The ~~tenant~~ resident may terminate the rental agreement upon thirty (30) days' written notice whenever a change in the location of the ~~tenant's~~ resident's employment requires a change in his residence.

SECTION 17. That Section 55-2012, Idaho Code, be, and the same is hereby amended to read as follows:

55-2012. IMPROVEMENTS. (1) The landlord shall not restrict the ~~tenant's~~ resident's freedom of choice in purchasing goods or services but may reserve the right to approve or disapprove any exterior improvements on a ~~mobile home~~ lot. Any request for lot improvements or changes must be submitted in writing. The approval or disapproval must be given in writing, be reasonable and be uniformly applied.

(2) Improvements, except those fixed to the soil, the removal of which would significantly damage the landscape of the ~~mobile home~~ lot, shall remain the property of the ~~tenant~~ resident. In removing improvements on termination of the rental agreement, the ~~tenant~~ resident shall leave the ~~mobile home~~ lot in better or substantially the same condition as upon taking possession.

SECTION 18. That Section 55-2013, Idaho Code, be, and the same is hereby amended to read as follows:

55-2013. DEPOSITS -- SECURITY. (1) Any payment, deposit, fee, or other charge which is required by the landlord in addition to periodic rent, utility charges or service fees, and is collected as prepaid rent or a sum to com-

1 pensate for any ~~tenant~~ resident default is a deposit governed by the provi-
2 sions of this section.

3 (2) The landlord shall maintain a separate record of the deposits.

4 (3) ~~The provisions of sections 6-320 and 6-321, Idaho Code, shall apply~~
5 ~~to landlords and tenants governed by this chapter.~~

6 ~~(4)~~ Upon termination of the landlord's interest in the ~~mobile home park~~
7 community, the landlord shall either transfer to his successor in interest
8 that portion of the deposit remaining after making any deductions allowed
9 under this section or return such portion to the ~~tenant~~ resident.

10 ~~(54)~~ The claim of the ~~tenant~~ resident to any deposit to which he is en-
11 titled by law takes precedence over the claims of any other creditor of the
12 landlord.

13 SECTION 19. That Section 55-2013A, Idaho Code, be, and the same is
14 hereby amended to read as follows:

15 55-2013A. TENANT COMMUNITY RESIDENT ASSOCIATIONS. (1) The ~~tenants~~
16 residents in a ~~mobile home park~~ community have the right to organize a ~~tenant~~
17 resident or homeowner's association to further their mutual interest and to
18 conduct any other business and programs which the association shall deter-
19 mine. Community residents have the right to peacefully assemble and freely
20 associate. Subject to reasonable notice and community facility rules, a
21 association shall have the right to use the facilities of the ~~park~~ community
22 to conduct its business and programs including forums for or speeches by
23 public officials or candidates for public office. When an association is
24 organized it shall notify the landlord.

25 (2) A community resident association formed for the purpose of purchas-
26 ing a community may give written notification to the landlord of the associa-
27 tion's interest in purchasing the community.

28 (3) For the purpose of notification, the community resident associa-
29 tion shall provide the names and addresses of the three (3) designated mem-
30 bers or officers of their community association to the landlord annually.

31 (4) A community resident association that has notified the landlord of
32 its interest to purchase the community may request in writing that it be no-
33 tified by the landlord if the owner or agent of the owner enters into a list-
34 ing agreement with a licensed real estate broker to affect the sale of all
35 or part of the community. The landlord shall provide such notification to
36 the three (3) members designated under subsection (3) of this section within
37 fifteen (15) days of the owner entering into the listing agreement.

38 (5) This section shall not apply to any of the following:

39 (a) A governmental entity taking by eminent domain;

40 (b) A forced sale pursuant to foreclosure or a deed given in lieu of
41 foreclosure;

42 (c) Transfer by gift, devise or operation of law;

43 (d) A transfer by a corporation to an affiliate;

44 (e) A conveyance incidental to financing the community;

45 (f) An exchange of the community for other real property;

46 (g) A transfer by a partnership to one (1) or more of its partners;

47 (h) A sale or transfer to a person who would be an heir, or to a trust
48 the beneficiaries of which would be heirs, of the community owner if the
49 community owner were to die intestate.

SECTION 20. That Section 55-2014, Idaho Code, be, and the same is hereby amended to read as follows:

55-2014. ~~TENANT~~ RESIDENT ACTION FOR DAMAGES -- SPECIFIC PERFORMANCE. (1) A ~~tenant resident~~ of a ~~mobile home park community~~ may file an action against a landlord for damages and specific performance for:

(a) Failure to maintain in good working order, to the terminal point of service, electrical, water or sewer services supplied by the landlord;

(b) Maintaining the premises in a manner hazardous to the health or safety of the ~~tenant resident~~, including, but not limited to, a continuing violation of any of the following:

(i) Any rule adopted by the department of environmental quality governing public drinking water systems;

(ii) Any rule adopted by the department of environmental quality governing hazardous waste;

(iii) Any rule adopted by the public health district in which the ~~mobile home park community~~ is located governing wastewater and ~~on-site onsite~~ sewage treatment systems;

(iv) Any provision of the international fire code, as amended by the provisions of any fire code adopted by the county or municipality in which the ~~mobile home park community~~ is located;

(v) Any provision of the uniform building code, as amended by the provisions of any building code adopted by the county or municipality in which the ~~mobile home park community~~ is located.

Nothing contained in the provisions of this subsection is intended to extend the application of any such rule or code provision to a previously existing condition which, as of July 1, 1993, was exempt from the enforcement of such rule or code provision.

(c) Failure to return a security deposit as and when required by law;

(d) Breach of any term or provision of the lease or rental agreement materially affecting the health and safety of the ~~tenant resident~~, whether explicitly or implicitly a part thereof.

(2) Upon filing the complaint, a summons must be issued, served and returned as in other actions; provided however, that in an action exclusively for specific performance, at the time of issuance of the summons, the court shall schedule a trial within twelve (12) days from the filing of the complaint, and the service of the summons, complaint and trial setting on the defendant shall be not less than five (5) days before the day of trial appointed by the court. If the plaintiff brings an action for damages under this section, or combines this action for damages with an action for specific performance, the early trial provision shall not be applicable, and a summons must be issued returnable as in other cases upon filing the complaint.

(3) In an action under this section, the plaintiff, in his complaint, must set forth the facts on which he seeks to recover, describe the premises, and set forth any circumstances which may have accompanied the failure or breach by the landlord.

(4) If, upon the trial, the verdict of the jury, or, if the case be tried without a jury, the finding of the court, be in favor of the plaintiff against the defendant, judgment shall be entered for such special damages as may be proven. General damages may be awarded but shall not exceed five hundred

1 dollars (\$500). Judgment may also be entered requiring specific performance
2 for any breach of agreement shown by the evidence, and for costs and dis-
3 bursements.

4 (5) Before a ~~tenant~~ resident shall have standing to file an action under
5 this section, he or she must give his or her landlord three (3) days' written
6 notice, listing each failure or breach upon which his action will be premised
7 and written demand requiring performance or cure. If, within three (3) days
8 after service of the notice, any listed failure or breach has not been per-
9 formed or cured by the landlord, the ~~tenant~~ resident may proceed to commence
10 an action for damages and specific performance.

11 (6) The notice required in subsection (5) of this section shall be
12 served either:

13 (a) By delivering a copy to the landlord or his agent personally; or

14 (b) If the landlord or his agent is absent from his usual place of busi-
15 ness, by leaving a copy with an employee at the usual place of business
16 of the landlord or his agent; or

17 (c) By sending a copy of the notice to the landlord or his agent by cer-
18 tified mail, return receipt requested.

19 (7) The landlord is not liable if the maintenance condition was caused
20 by the deliberate or negligent act or omission of the resident, a member of
21 the resident's family or other person on the premises with the resident's
22 consent.

23 SECTION 21. That Section 55-2015, Idaho Code, be, and the same is hereby
24 amended to read as follows:

25 55-2015. RETALIATORY CONDUCT BY LANDLORD PROHIBITED. The landlord
26 shall not terminate a tenancy, refuse to renew a tenancy, increase rent or
27 decrease services he normally supplies, or threaten to bring an action for
28 repossession of a ~~mobile home~~ lot as retaliation against the ~~tenant~~ resident
29 because the ~~tenant~~ resident has:

30 (a1) Complained in good faith about a violation of a building, safety or
31 health code or regulation pertaining to a ~~mobile home park community~~ to the
32 governmental agency responsible for enforcing the code or regulation.

33 (b2) Complained to the landlord concerning the maintenance or condi-
34 tion of the ~~park community~~, rent charged or rules ~~and regulations~~.

35 (e3) Organized, ~~became~~ become a member of or served as an official in
36 a ~~homeowner's~~ community resident association, or similar organization, at a
37 local, regional, state or national level.

38 (d4) Retained counsel or an agent to represent his interests.

39 SECTION 22. That Section 55-2016, Idaho Code, be, and the same is hereby
40 amended to read as follows:

41 55-2016. ARBITRATION AND MEDIATION. The landlord and ~~tenant~~ resident
42 may agree in writing to submit ~~a controversy~~ any dispute arising under the
43 provisions of this chapter, or under the terms, conditions or performance
44 of the rental agreement or under the rules of the community, to mediation or
45 binding arbitration through the better business bureau, or similar private
46 association, or as elsewhere provided in Idaho law by an independent third
47 party.

1 SECTION 23. That Section 55-2019, Idaho Code, be, and the same is hereby
2 amended to read as follows:

3 55-2019. VENUE. Venue for any action arising under this chapter shall
4 be in the district court of the county in which the ~~mobile-home~~ lot is lo-
5 cated.

6 SECTION 24. That Chapter 20, Title 55, Idaho Code, be, and the same is
7 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
8 ignated as Section 55-2020, Idaho Code, and to read as follows:

9 55-2020. SERVICE OF NOTICE. (1) Any three (3) day notice to the resi-
10 dent as required by the provisions of this chapter may be served either:

11 (a) By delivering a copy to the resident personally; or

12 (b) If the resident be absent from the lot, by leaving a copy with some-
13 one of suitable age and discretion at the lot and sending a copy through
14 the mail addressed to the resident at the lot. If a person of suitable
15 age or discretion cannot be found at the lot, then by affixing a copy in a
16 conspicuous place on the lot and sending a copy by certified mail return
17 receipt requested addressed to the resident at the lot.

18 (2) Unless otherwise provided, any notice to the resident in excess of
19 three (3) days as required by the provisions of this chapter may be served
20 either:

21 (a) By delivering a copy to the resident personally; or

22 (b) By sending a copy by certified mail return receipt requested ad-
23 dressed to the resident at the lot.

24 (3) Service upon a subtenant may be made in the manner as provided in
25 this section.